

**FORM-G**

[see rule 9]

**Draft Agreement for Sale**

Affix Color  
photograph of  
Allottee/ First  
Allottee with  
signature  
across the  
photograph

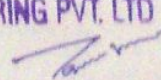
Affix Color  
photograph of  
the authorized  
signatory of  
Promoter with  
signature across  
the photograph

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on  
this ..... day of ..... Two thousand and .....at  
.....

**By and between**

**M/s Justin Engineering Private Limited (CIN No. U29192RJ1983PTC002644)** a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at **38, Shopping Centre , Kota ( Raj.)** and its PAN is **AAACJ4613M**, represented by its authorized signatory Mr. Tarun Modi (Aadhar No. **6147-6315-6818**) authorised vide board resolution dated 01.06.2017 hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

**For JUSTIN ENGINEERING PVT. LTD**

  
Director

AND

*[if the allottee is an individual]*

Mr./Mrs./Ms..... son/daughter/wife of Mr. ....  
aged about ..... years, R/o..... (Aadhar No.  
.....) (PAN .....) (hereinafter singly/ jointly, as the case may be, referred  
to as the "Allottee(s)", which expression shall, unless repugnant to the context or  
meaning thereof be deemed to mean and include their legal successor(s),  
administrators, executors successors & permitted assignees) of the OTHER PART.

OR

*[if the allottee is a partnership firm]*

M/s ..... a partnership firm, duly registered and  
existing under the provisions of the Indian Partnership Act, 1932, having its principle  
place of business at .....(PAN-.....) through the  
partner Mr./Ms.....(Aadhar No.....) duly  
authorized vide authority letter dated ..... passed and signed by  
all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the  
"Allottee(s)", which expression shall, unless repugnant to the context or meaning  
thereof be deemed to mean and include their legal successor(s), administrators,  
executors successors & permitted assignees including those of the respective partners)  
of the OTHER PART.

OR

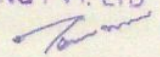
*[if the allottee is a company]*

M/s.....(CIN No.....) a Company  
incorporated under the provisions of the Companies Act, 1956 / 2013 having the  
registered office at .....and its PAN is.....  
through Mr. ....(Aadhar No.....), its authorized signatory  
who has been duly empowered vide Board Resolution dated .....  
(hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit  
hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant  
to the context or meaning thereof be deemed to mean and include their legal  
successor(s), administrators, executors successors & permitted assignees) of the  
OTHER PART.

or

*[if the allottee is HUF]*

For JUSTIN ENGINEERING PVT. LTD



Director

Mr./Ms. ....(Aadhar No.....)  
son/daughter/wife of..... aged about..... years for self and as the  
Karta of the HUF, having its place of business/ residence  
at.....(PAN-.....) (hereinafter referred to as,  
"Allottee(s)", which expression shall, unless repugnant to the context or meaning  
thereof be deemed to mean and include him and each of the members constituting the  
HUF their Heirs, administrators, executors, successors & permitted assignees) of the  
OTHER PART.

*(Details of other allottees to be inserted, in case of more than one allottee)*

The Promoter and the Allottee(s) shall hereinafter be collectively referred to as  
"Parties" and individually as a "Party".

### **INTERPRETATIONS/ DEFINITIONS:**

(1) In this Agreement, the following expressions unless repugnant to the context  
shall have the meaning assigned thereto –

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Apartments" shall mean a space in a said project intended and/or capable of being  
independently and exclusively occupied, having an entry and exit, and includes a  
flat and all such units or spaces intended to be used for any residential or  
commercial use such as office , shop , convenient shopping in any part of said  
project.
- © "Architect" shall means M/s Prime Art Architect Pvt Ltd , New Grain Mandi, Kota  
( Raj.) and / or such other person(s) and /or firm(s) and/ or company(s) whom the  
promoter may appoint from time to time as the architect for the said project.
- (d) "Built-up area" means the sum of area of the Apartment or Flat. It shall include  
area encompassed within the walls of Apartment or Flat, all balconies, whether  
covered or un-covered, and thickness of wall. In case there be a common wall  
only 50% of thickness of such wall shall be taken in consideration for  
calculating the built-up area;
- (e) "Carpet Area" means the net usable floor area of an apartments/ commercial  
excluding the area covered by the external walls, areas under service shafts ,  
exclusive balcony or verandah area and exclusive open terrace area, but includes  
the area covered by the internal partition walls of the apartments / commercial.  
Explanation- for the purpose of this clause, the expression "exclusive balcony or  
verandah area" means the area of the balcony or verandah, as the case may be ,  
which is appurtenant to the net usable floor area of an apartments / commercial  
meant for the exclusive use of the Allottee(s); and "exclusive open terrace area"  
means the area of the open terrace which is appurtenant to the net usaable floor  
area of an apartment, meant for the exclusive use of the Allottee(s).
- (f) "Common Area and the facilities of the said project" shall mean such common  
areas, facilities, equipments and spaces which are to be developed in the said  
project for common use of and enjoyment all the occupants of the said project( as  
defined herein below ) and more particularly schedule – 5 attached hereto

For JUSTIN ENGINEERING PVT. LTD

Director

- (g) "Delay Payment charges" means the charges payable by the Allottee(s) to the promoter for the delay in payment of any due amount, installment, charges etc. at the rate of State Bank of India's highest marginal cost of landing rate plus two percent or such other rates as may be applicable from time to time as per Act and Rules.
- (h) "Earnest amount" shall mean 10% of the total price of the unit.
- (i) "Interest" means the interest payable at the rate specified in rule 17 of the rules; (j) "Para" means a Para of this Agreement;
- (k) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- (l) "Regulation" means the Regulation made under the Act;
- (m) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (n) "Schedule" means the Schedule attached to this Agreement; and (o) "Section" means the section of the Act.
- (p) "Super Area" means the builtup-area at which units /flats/apartments were sold before coming into force of RERA and more particularly described in schedule – 7 annexed herewith.

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

**WHEREAS THE PROMOTER DECLARES THAT,-**

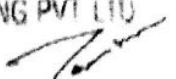
A.the Promoter is in lawful possession of the Plot No. 1, Hadarani Market, Ballabhbari, Kota ( Raj.) with a total area admeasuring of 3504.25 square meters

B.the Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from Urban Improvement Trust, Kota in auction, as stated in the Conveyance deed/ Lease-deed dated 7-2-2004 , registered on 6.9.2004 in the office of Sub-Registrar Kota in its Book No. 1 Zild No.932 at Page No 46 bearing Serial No. 2004007297 and an additional copy of the same was also pasted in its additional Book No. 1 Zild No. 2037 at Page No. 350 to 353.

(hereinafter referred to as 'Land' and more fully described in the Schedule-1).

C. the said land is earmarked for the purpose of commercial/residential project, comprising Ground plus 14 Floors multistoried apartment buildings and and the said project shall be known as Wonder View ("Project")

For JUSTIN ENGINEERING PVT LTD



D. the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

E. the Urban Improvement Trust , Kota has granted the commencement certificate to develop the Project vide its approval number F7/DTP/2016/2756-69 dated 15-02-2016.

F. the details of the encumbrances on the Land including any rights, title, interest or name of any party in or over the Land along with details are as under :-

The promoter has obtained construction finance to the tune of Rs 9.00 Crore from the Rajasthan Financial Corporation in term of sanction letter dated 27.4.2017 and created security on the scheduled land by way of mortgage in favor of Rajasthan Financial Corporation. Further , there is an exclusive charge on all receivables amount arising out of or in connection with the said project etc.

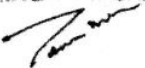
G. the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as 'Wonder View', (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 3504.25square meters situated at Plot No1, Hadarani Market, Ballabhbari, Kota ( Raj.) and The location details are fully described in the Schedule-1.

H. The Project has been registered with the Real Estate Regulatory Authority on.....(date) and the Project Registration Certificate No. is ..... This registration is valid for a period of 03 years commencing from 15-02-2016 and ending with 15-02-2019 unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.

I. The Following approvals and sanction have been obtained in respect of the said project :

- i. The UIT, Kota has granted commencement certificate to develop the said project vide its letter no F7/DTP/2016/2756-69 dated 15-02-2016.
- ii. Provisional Fire NOC for the said project has been accorded by the office of Chief Fire Officer , Nagar Nigam , Kota ( Raj.) vide letter No, NNK/FIRE/2016/329 dated 21.6.16.
- iii. The Airport Authority of India has also granted NOC for height clearance for the said project vide letter no. AAI/RHQ/NR/ATM/NOC/2016/67/424-26 dated 21.4.2016

For JUSTIN ENGINEERING PVT. LTD.

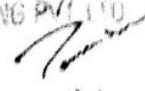
  
Director

- iv. The Superintendent of Police of Kota City has also granted NOC for the said project vide the letter No.JVS/KC/2016/7311-12 dated 9.5.2016
- I. the layout plan/ site plan of the Project has been sanctioned by the UIT, Kota and a copy of site plan with enclosed herewith and marked as annexure - 1
- J. approval of specifications of the Project and permission of building construction upto 27.6 meters height (Ground plus 8<sup>th</sup> floor) under the relevant legal provisions has been accorded vide No F7/DTP/2017/91-104 dated 1.2.2017 by the UIT, Kota and the promoter has applied for permission of height upto 45.00 Meter is pending with the competent authority. The specifications of the Project upto the are as under :-

| Type of apartment                          | Flat | Shops/office Space |
|--------------------------------------------|------|--------------------|
| Total No. of Apartments                    |      |                    |
| Carpet Area of each apartment,sqmt.(sqft)  |      |                    |
| No. of balcony in each apartment           |      |                    |
| Balcony area in each Apartment sqmt.(sqft) |      |                    |
| Built Up Area sqmt. ( sqft)                |      |                    |

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

- K. the details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in Schedule-3.
- L. the details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are provided under schedule 8 attached hereto..
- M. the details of specifications of material to used/ to be used in construction of the said project have been specifically provided in schedule 9 attached hereto..
- N. the stage wise time-schedule of completion of the Project including the provisions of civic infrastructure like water, electricity, sanitation and all other

FOR JUSTIN ENGINEERING PVT LTD  
  
 01/06/2017

above-mentioned internal/external development works has specifically been provided in schedule 10 attached hereto.

O. the Promoter has opened a separate account in Branch .....of..... Bank for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4.

P. the Allottee(s), being aware of the Project and details given above as well as in the brochure made available by the Promoter has applied for allotment and to purchase a Apartment (hereinafter referred to as the 'Unit') in the said Project and has deposited a sum of Rs..... (in words Rupees.....) as an advance payment and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement. As more fully described in schedule 11.

Q. the Alottee has applied for an apartment in the Project vide application no. .... dated ..... and has been allotted apartment no. .... having carpet area of ..... square feet, type ....., on .... floor in Wonder View ("Building") along with garage/covered parking no. .... admeasuring ..... square feet in the ....., as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

Note: Garage includes basement car parking for residential.

R. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

S. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

T. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment.

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:-**

**For JUSTIN ENGINEERING PVT. LTD**

*[Signature]*  
Director

**1. TERMS :**

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment as specified in para 'Q'
- 1.2 The Total Price for the Apartment based on the carpet area is Rs. .... (in words Rupees..... only) ("Total Price") (Give break-up and description):-

|                                                                      |                                       |
|----------------------------------------------------------------------|---------------------------------------|
| Wonder View Building<br>Apartment no. ...<br>Type.....<br>Floor..... | Rate of Apartment per<br>square feet* |
|                                                                      |                                       |
| Total Price (in Rupees)                                              | -----                                 |

**Explanation :**

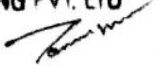
- (i) The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Apartment as mentioned in Para 'Q'.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes

For JUSTIN ENGINEERING PVT. LTD

  
Director

paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iv) The Total Price of Apartment includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:
- Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4 As mentioned in para 'P' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. ..../- (Rupees ..... only) out of the total price of Rs..... and the Allottees(s) agrees and undertakes to pay the balance amount of Rs..... of the total price strictly in accordance with the payment plan given as per schedule-11.
- 1.5 The Allottee(s) shall be liable for all costs , charges and expenses in connection with costs of the preparing executing and registering of this agreement or related agreements, conveyance or conveyances , sale deed and other document(s) required to be executed by the promoter for preparation and approval of such documents.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act:

For JUSTIN ENGINEERING PVT. LTD

  
Director

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.
- 1.8 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
  - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;
  - (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with ----- covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained

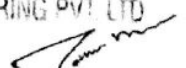
For JUSTIN ENGINEERING PVT. LTD.

Director

Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

- 1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee(s) understands that in order to maintain the administration of the project, the promoter has earmarked the parking spaces and the allottee(s) undertakes to park the vehicles strictly in the parking spaces earmarked to him and not anywhere else in the said project. The parking space earmarked to the allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the allottee(s) will be allowed to park vehicle more than the parking space earmarked from him or anywhere else in the said project. Further Allottee(s) agrees that the promoter or the owner association reserves the rights to restrict the entry of additional vehicles owned by the Allottee(s) within the said project, in case of allottee(s) has been allotted one parking space only.
- 1.12 The Allottee(s) agrees and understands that except the unit as described in schedule – 7 attached hereto, the allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the said project. Such un-allotted saleable spaces shall remain the exclusive property of the promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient Shops, Shops and other vacant area of building built in any part of the said project are in the nature of saleable apartment and therefor shall be the exclusive property of the promoter and the promoter shall be free to deal with it.
- 1.13 The promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the project and the allottee(s) and the owner's association shall not have or shall not obstruct or exploitation of this right by the promoter.
- 1.14 The Allottee(s) hereby agrees and acknowledges that the promoter shall not be under any obligation to provide any services and / or facilities except as specifically mentioned in this agreement.

FOR JUSTIN ENGINEERING PVT. LTD.



DIRECTOR

- 1.15 The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

**2. MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Aloottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **Justin Engineering Pvt Ltd** payable at **Kota**.

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the solve responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not

For JUSTIN ENGINEERING PVT. LTD

Director

be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawfull outstanding of the Allottee against the Apartment, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment of Plot** – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before 15-2-2019 including a grace period of six months, unless there is a delay or failure due to war, flood, drought, fire, cyclone earthquake or

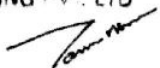
For JUSTIN ENGINEERING PVT LTD

Director

any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3 Failure of Allottee to take possession of Apartment -** Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.
- 7.4 Possession of the Allottee-** After obtaining the competition certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

For JUSTIN ENGINEERING PVT. LTD

  
Director

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

- 7.5 **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount, all any taxes, duties, cess etc. deposited by the promoter to the concerned department/ authority in respect of the apartment and all other penalties and delay payment charges in respect of the apartment, as on the date of such termination, from the amounts paid by the allottee(s) till such date. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest, from the amounts realized from the such new allottee(s) / buyer or within forty-five days of such cancellation whichever is later.

- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any actual loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

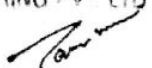
Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

## 8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

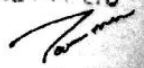
The Promoter hereby represents and warrants to the Allottee(s) as follows:

For JUSTIN ENGINEERING PVT LTD

  
Director

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) The promoter has obtained construction finance to the tune of Rs 9.00 Crore from the Rajasthan Financial Corporation in term of sanction letter dated 27.4.2017 and created security on the scheduled land by way of mortgage in favor of Rajasthan Financial Corporation. Further , there is an exclusive charge on all receivables amount arising out of or in connection with the said project etc.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and

For JUSTIN ENGINEERING PVT LTD

  
Director

facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1 Subject to the *Force Majeure* clause, the Promoter shall be considered under a condition of default, in the following events, namely:-

- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development\_milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

For JUSTIN ENGINEERING PVT. LTD

  
Director

(i) In case the Allottee(s) fails to make payments for any consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notices in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.

(ii) In case of default by Allottee under the conditions listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and taxes and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

#### **10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter, on receipt of Total Price of the Apartment as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the completion certificate, to the Allottee:

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of completion certificate.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, ~~letter~~, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

#### **11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT :**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

#### **12. DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall

For JUSTIN ENGINEERING PVT. LTD

  
Dis. 2019

be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the apartment is caused by Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to force majeure shall not be covered under the defect liability period.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance

Society to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Society for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :**

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and grants that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment or place any

For JUSTIN ENGINEERING PVT. LTD.  
  
Director

heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.

- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the promotor/Owners Association and nowhere else. Thye non-abservance of the provisions of this clause shall entitle the promoter or owners Associtaion , as the case may be, to enter the Unit, , if necessary and remove all non-confirming fittings & fixtures at the cost and expenses of Allottee(s).
- 15.5 That Allottee(s) agrees to adibe by and comply with the bye-lawa or housing rules or such rules which may be issued from time to time by the owners Association in the interst of the upkeep, cleanliness, security, etiquettes and maintance of the said project.
- 15.6 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/ front balcony/ lawns/ roof-top/terrace under his/her/its use.
- 15.7 It is in the interest of the Allottee(s), to help the owners Association in effectively keeping the unit and / or the Said Project secured in all ways, for the purpose of security, the Owners Association would be free to restrict and regulate the netry of visitors into the Building/Said Project.
- 15.8 The Allottee(s) shall not use the Unit for any purpose other that as set out under this agreement nor use the same for ay purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project or for any illegal or immoral purpose.
- 15.9 Allottee(s) shall not throw dirt, rubbish, rags, garage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the Building in which the unit is situated.
- 15.10 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the unit and the Building/Said Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project and/or the Unit.
- 15.11 Allottee(s) shall not damage in any manner, the columns beams, walls, slabs or R.C.C. paradise or other structures,in the Unit. The Allottee(s) shall also not remove any wall,including the outer and load wall of the unit.

For JUSTIN ENGINEERING PVT. LTD

  
Director

**16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

without affecting the rights and interest of the Allottee(s) in respect of the unit under this agreement, in case the Promoter raise finance, loan from any financial institution / Bank by way of mortgage / charge securitization of receivables or in any other mode or manner by charge/ mortgage of the Said Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the unit under this agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institutions for purchase of the Unit and The Unit shall be free from all encumbrances at the time of registration of conveyance deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the Allottee(s).

**19. BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Kota as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith excluding the booking amount. However in case of cancellation of the booking is done within 30 days from the date of booking full booking amount shall be returned to the Allottee(s) without any interest. The Allottee(s) shall be

for JUSTIN ENGINEERING PVT. LTD

Director

liable to pay all the costs incurred by the promoter in respect of application or allotment of the unit to the allottee(s) including preparation of this agreement, postal cost, taxes and advocate fees etc..

**20. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Plot/ Building, as the case may be.

**21. RIGHT TO AMEND :**

This Agreement may only be amended through written consent of the Parties.

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**23. WAIVER NOT A LIMITATION TO ENFORCE:**

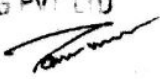
23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

23.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**24. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and

FOR JUSTIN ENGINEERING PVT LTD

  
DIRECTOR

remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. **METHOD OF CALCULATION OF PROPORTIONATE SHARE  
WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Apartment/ Plot bears to the total carpet area of all the Apartments/Plots in the Project.

26. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

27. **PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Kota. Hence this Agreement shall be deemed to have been executed at -----.

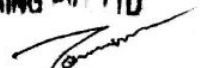
28. **NOTICES:**

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:-

|                            |                  |
|----------------------------|------------------|
| M/s.....(Promoter's name ) | Allottee(s) name |
| Address.....               | Address.....     |

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

For JUSTIN ENGINEERING PVT LTD

  
Director

**29. JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

**30. SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

**31. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

**32. DISPUTE RESOLUTION :**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

For JUSTIN ENGINEERING PVT LTD

  
Director

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at ..... in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named Allottee(s) in the presence of witnesses on .....

|                                                                                             |                                                                                              |                                                                                             |
|---------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Passport size<br>photograph with<br>signature across the<br>photograph<br>(First- Allottee) | Passport size<br>photograph with<br>signature across the<br>photograph<br>(Second- Allottee) | Passport size<br>photograph with<br>signature across the<br>photograph<br>(Third- Allottee) |
| Signature<br>(Name)<br>(First-Allottee)                                                     | Signature<br>(Name)<br>(Second-Allottee)                                                     | Signature<br>(Name)<br>(Third-Allottee)                                                     |

Signed and delivered by the within named Promoter in the presence of witnesses at ..... on .....

|                                      |
|--------------------------------------|
| PROMOTER<br>For and on behalf of M/s |
| Name                                 |
| Signature                            |
| Designation                          |

|              |
|--------------|
| WITNESSES    |
| 1- Signature |
| Name         |
| Address      |
| 2- Signature |
| Name         |
| Address      |

For JUSTIN ENGINEERING PVT. LTD

  
Director

### **SCHEDULE-1**

**(Details of land holdings of the Promoter and location of the Project)**

| Name of Scheme/Colony and City | Plot No. | Area (in meters) |
|--------------------------------|----------|------------------|
| Hadarani Market, Ballabhbari   | 01       | 3504.25 Sq.mt    |

2- The piece and parcel of the plot of land in site is bounded on the :-

In North : Road

In South : Plot No.2 and 3

In East : Road

In West : Road

3- Latitude/ Longitude of the end points of the Project

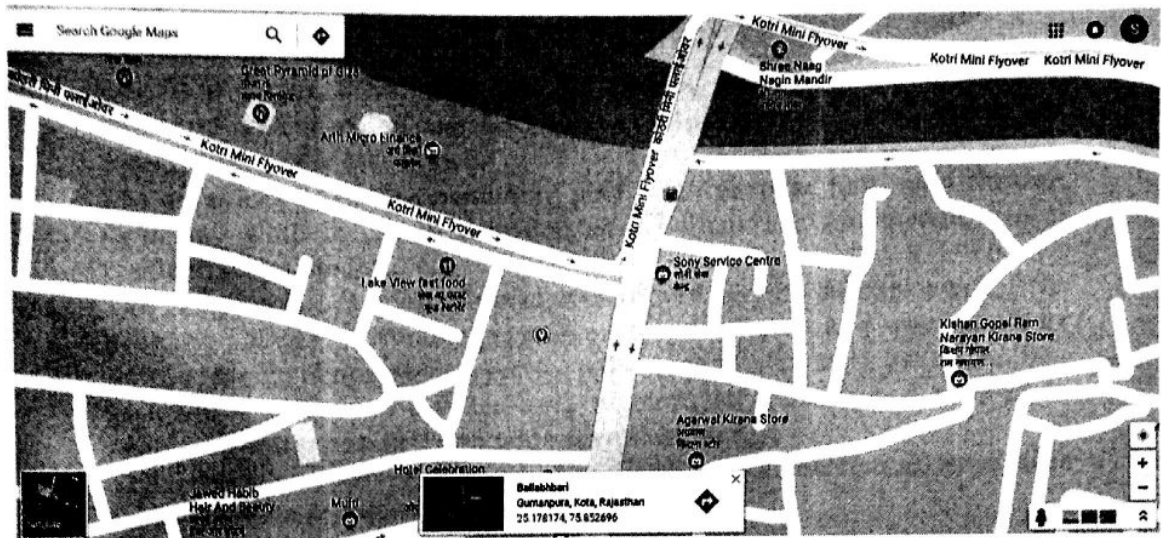
| Longitude          | Latitude          |
|--------------------|-------------------|
| 25.17811437207809  | 75.85230633616447 |
| 25.177927464342517 | 75.85307881236076 |
| 25.17838866472949  | 75.85317000746727 |
| 25.17854401604585  | 75.85244849324226 |

4- Other details of the location of the Project : The Land is located at Main Jhalawar Road in Front of Seven Wonders Park.

For JUSTIN ENGINEERING PVT. LTD

  
Director

5- Location Map



**SCHEDULE-2**

**(Lay-out Plan of the Project)  
Enclosed with Application Form –A**

**SCHEDULE-3**

**(Floor Plan of the Apartment and Block/ Tower in the Project)**

**SCHEDULE-4**

**[Description of the Apartment/Plot and Garage/Covered Parking (if applicable)  
alongwith boundaries in all four directions]**

For JUSTIN ENGINEERING PVT LTD

#### **SCHEDULE-5**

**(Specifications, facilities, amenities, which are part of the Apartment(s) )**

- i. The Scheduled land**
- ii. The Stair Cases, Lifts, stair and lift lobbies, fire escapes, and common entrances and exits of the buildings as separately for residential and commercial as the case may be ;**
- iii. The amenities including swimming pool, multipurpose hall, mini theater, Gym and Club House as provided on 3<sup>rd</sup> Floor are for specific use of residential apartments.**
- iv. The premises for lodging of persons employed for the management of the property ( if any ) including accommodation for watch and ward staffs or for the lodging of apartments service personnel;**
- v. Installation of central services such as electricity, water and sanitation, system for water conservation and renewable energy;**
- vi. The water tanks, pumps , motors , transformer , DG Sets and all apparatus connected with installation for common use;**

#### **SCHEDULE-6**

**(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)**

For JUSTIN ENGINEERING PVT LTD  

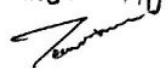

**SCHEDULE-7**  
**(Description of the Unit)**

- a. Unit No.  
b. Floor  
c. Type :.....  
d. Carpet Area : ..... sq.mtr.( ..... sq.ft.)  
e. Exclusive Balconies  
    I      Balcony (..... Nos.) :.....sq.mtr.(..... sq.ft.)  
f. Build Up Area :.....  
g. Super Area: .....

**Note –**

- (i) The Buyer of Residential apartments shall be entitled, to the exclusive use of parking for parking of car. However, exact parking no. will be allotted at the time of possession of the unit.
- (ii) Before applicability of the Real Estate Regulation Act, immovable properties were generally sold on Super Area basis. It is now very difficult for the Allottee(s) to compare between the units sold on super area and the units being sold on Carpet Area basis. Therefore, for the purpose of making it comparable with the properties sold prior to applicability of Real Estate Regulation Act, Super Area of the unit is being provided. Super area has no commercial bearing, Consideration of the unit is dependent on carpet Area and exclusive balcony or verandah and is not dependent on Super Area of the Unit.

For JUSTIN ENGINEERING PVT. LTD

  
Date: .....

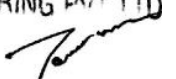
#### **SCHEDULE-8**

**( Detailed plan of development works to be under taken )**

**The Promotor has conceived a details plan of the following development works to be developed in the said project.**

- i) Fire Fighting Facilities : Fire Fighting equipments/facilities will be provided in the said project are as per NBC Guidelines.**
- ii) Water Supply : The Government of Rajasthan is making a policy for supply of water in the multi stories buildings As and when the policy will be implemented, the owner's association of the building will take water connection. Till then, underground water will be used for drinking and other purposes.**
- iii) Emergency Evacuation Services : It will be provided in the said project as per NBC guidelines of appropriate width.**
- iv) Electrical Supply : Electricity / power shall be supplied by KEDL.**
- v) Sewage Treatment Plant : The promoter propose / has installed as STP for treatment of sewage. Operationalisation of STP required minimum threshold of occupancy. However, till such time, the promoter shall provide a septic Tank for disposal of waste.**

For JUSTIN ENGINEERING PVT LTD

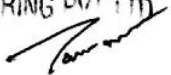


1/2/2020

**SCHEDULE-9**  
Specification of Material used / to be used

**SCHEDULE-10**  
Stage Wise Time Schedule of Completion of Said Project

| Stage                                                                  | Date by which the works are proposed to be completed | Details of works to be completed                                                                                                                                                                   |
|------------------------------------------------------------------------|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Completion of Structure of the building                                |                                                      | Foundation and structure of the building                                                                                                                                                           |
| Completion of development works ( internal/external development works) |                                                      | Brick Works, internal plaster, tiles work, external plaster , Door Shutter Fittings , window, electrical wiring & fittings and testing internal painting , external painting , Fire Fighting Lift. |
| Provision of civic infrastructure                                      |                                                      |                                                                                                                                                                                                    |
| Finishing                                                              |                                                      | Final Finishing and Handover                                                                                                                                                                       |

FOR JUSTIN ENGINEERING PVT. LTD.  


**SCHEDULE-11**  
**PAYMENT SCHEDULE**

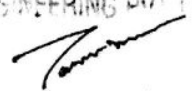
| S.NO.        | PAYMENT SCHEDULE                                                 | AMOUNT PAYABLE %<br>OF THE TOTAL SALE<br>PRICE |
|--------------|------------------------------------------------------------------|------------------------------------------------|
| 1.           | ON BOOKING                                                       | 10%                                            |
| 2.           | ON START OF EARTH WORK (after 2 Month/Within 60 Days of Booking) | 10%                                            |
| 3.           | ON CASTING OF BASEMENT 2 <sup>ND</sup> ROOF                      | 10%                                            |
| 4.           | ON CASTING OF GROUND FLOOR ROOF                                  | 8%                                             |
| 5.           | ON CASTING OF 2 <sup>ND</sup> FLOOR ROOF                         | 8%                                             |
| 6.           | ON CASTING OF 4 <sup>TH</sup> FLOOR ROOF                         | 8%                                             |
| 7.           | ON CASTING OF 6 <sup>TH</sup> FLOOR ROOF                         | 8%                                             |
| 8.           | ON CASTING OF 8 <sup>TH</sup> FLOOR ROOF                         | 8%                                             |
| 9.           | ON CASTING OF 10 <sup>TH</sup> FLOOR ROOF                        | 8%                                             |
| 10.          | ON CASTING OF 12 <sup>TH</sup> FLOOR ROOF                        | 8%                                             |
| 11.          | ON COMPLETION OF FLOORING WORK                                   | 8%                                             |
| 12.          | ON INTIMATION OF POSSESSION (Within 30 Days)                     | 6%                                             |
| <b>TOTAL</b> |                                                                  | <b>100%</b>                                    |

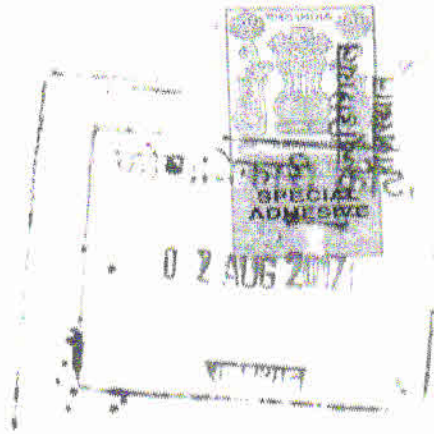
\* CHEQUE/BANK DRAFT TO BE ISSUED IN FAVOR OF "**JUSTIN ENGINEERING PVT. LTD.**" PAYABLE AT KOTA.

\* GST AND OTHER TAXES AS APPLICABLE EXTRA.

\* TERMS & CONDITIONS AS APPLICABLE

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

FOR JUSTIN ENGINEERING PVT. LTD.  




**Declaration regarding Agreement for Sale**

I, Tarun Modi son of Shri Govind Ram Modi age 38 , Address 35-A, Talwandi, Kota (Raj.) promoter of the proposed project/duly authorised by the promoter of the proposed project do hereby solemnly declare ,undertake and state as under: -

1. That the agreement for sale/ Builder buyer agreement of our project **Wonder View** is in accordance to the Form-G of Real Estate Regulation and Development Act-2016.
2. That none of the terms and condition of the Agreement of sale presented by us violate the laws and rules of the Real estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules,2017.
3. That if any contradiction arises in the future ..... the deponent will be responsible for it.

Deponent

Identified by

